

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA
PHILADELPHIA DIVISION

In re: JOSHUA T. DUFFY)
Debtors)
HYUNDAI CAPITAL AMERICA) CHAPTER 13
AS SERVICER FOR) Case No.: 20-14149 (MDC)
HYUNDAI LEASE TITLING TRUST)
Moving Party)
v.) Hearing Date: 11-16-21 at 10:30 AM
JOSHUA T. DUFFY)
Respondents)
KENNETH E. WEST)
Trustee)

MOTION FOR RELIEF FROM THE AUTOMATIC STAY

TO THE HONORABLE UNITED STATES BANKRUPTCY JUDGE:

Comes now Hyundai Capital America as servicer for Hyundai Lease Titling Trust (“Hyundai”) filing this its Motion For Relief From The Automatic Stay (“Motion”), and in support thereof, would respectfully show:

1. On October 19, 2020, Joshua T. Duffy filed a voluntary petition under Chapter 13 of the Bankruptcy Code.
2. This Court has jurisdiction of the Motion by virtue of 11 U.S.C. 105, 361 and 362, and 28 U.S.C. 157 and 1334.
3. On November 13, 2018, the Debtor executed a Closed End Motor Vehicle Lease Agreement for the lease of a 2018 Hyundai Tuscon bearing vehicle identification number KM8J3CA26JU828136. The Lease was assigned to Hyundai Lease Titling Trust and the Debtor became indebted to Hyundai in accordance with the terms of same. Hyundai Lease Titling Trust is the owner of the vehicle. True copies of the Lease and Title to the vehicle are annexed hereto as exhibits A and B. Hyundai Capital America acts as servicer for Hyundai Lease Titling Trust.

4. The Debtor's account is past due from August 13, 2021 through October 13, 2021 with arrears in the amount of \$639.64.

5. According to the October 2021 NADA Official Used Car Guide, the vehicle has a current retail value of \$29,550.00.

7. Hyundai Capital America as servicer for Hyundai Lease Titling Trust alleges that the automatic stay should be lifted for cause under 11 U.S.C. 362(d)(1) in that Hyundai lacks adequate protection of its interest in the vehicle as evidenced by the following:

(a) The Debtor is failing to make payments under the terms of the Lease Agreement and is failing to provide Hyundai with adequate protection.

WHEREFORE PREMISES CONSIDERED, Hyundai Capital America as servicer for Hyundai Lease Titling Trust respectfully requests that upon final hearing of this Motion, (1) the automatic stay will be terminated as to Hyundai to permit Hyundai to seek its statutory and other available remedies; (2) that the stay terminate immediately upon entry of this Order, with a waiver of Fed.R.Bank.P., Rule 4001(a)(3) and (3) Hyundai be granted such other and further relief as is just.

Respectfully submitted,

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